

**RECORDATION REQUESTED BY:**  
BEACH BUSINESS BANK  
SBA Division  
1230 Rosecrans Avenue, Suite 100  
Manhattan Beach, CA 90266

8/26/08 12:23:20  
BK 127 PG 781  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**WHEN RECORDED MAIL TO:**  
BEACH BUSINESS BANK  
Long Beach Office  
180 East Ocean Blvd., Suite 100  
Long Beach, CA 90802

**SEND TAX NOTICES TO:**  
Jasveer S. Brar; Baljit K. Brar; Dilmohan S. Gill and Baljinder K.  
Gill Family Living Trust dated July 10, 1997; and Vandana Tak  
3904 Cairns Court  
Bakersfield, CA 93313

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Hazardous Substances Agreement prepared by:  
LeeAnn Dayyat, Vice President  
BEACH BUSINESS BANK  
1230 Rosecrans Avenue, Suite 100  
Manhattan Beach, CA 90266  
(310) 536-2260

NOTE TO CHANCERY CLERK: SE 1/4 of SE 1/4 of Section 28, Township 1, Range 7. - Lot 2, Country Oaks Commund Subel.

## HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

**THIS HAZARDOUS SUBSTANCES AGREEMENT** dated June 30, 2008, is made and executed among Jasveer S. Brar, whose address is 3904 Cairns Court, Bakersfield, CA 93313, Baljit K. Brar, whose address is 3904 Cairns Court, Bakersfield, CA 93313, Dilmohan S. Gill and Baljinder K. Gill Family Living Trust dated July 10, 1997, whose address is 2440 Casino Strip Resort Blvd., Robinsonville, MS 38664 and Vandana Tak, whose address is 7276 Casino Strip Resort Blvd., Robinsonville, MS 38664 (sometimes referred to below as "Grantor" and sometimes as "Indemnitor"); Swano Corporation, Inc., whose address is 3509 Brisbane Avenue, Bakersfield, CA 93313 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and BEACH BUSINESS BANK, SBA Division, 1230 Rosecrans Avenue, Suite 100, Manhattan Beach, CA 90266 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 2930 Goodman Road, Southaven, MS 38672. The Real Property tax identification number is 1078-2806.0-00002.00.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

**AFFIRMATIVE COVENANTS.** Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

**Compliance with Environmental Laws.** Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in

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# HAZARDOUS SUBSTANCES AGREEMENT (Continued)

Loan No: 119800

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effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

**Preventive, Investigatory and Remedial Action.** Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**Notices.** Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

**Access to Records.** Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

**Inspections.** Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

**INDEMNITOR'S WAIVER AND INDEMNIFICATION.** Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO INDEMNITOR.** Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the

Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Agreement will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Mississippi. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Indemnitor agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

**Joint and Several Liability.** All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.,

# HAZARDOUS SUBSTANCES AGREEMENT (Continued)

Loan No: 119800

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the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

**Lender.** The word "Lender" means BEACH BUSINESS BANK, its successors and assigns.

**Note.** The word "Note" means Note executed by Swano Corporation, Inc. dated January 8, 2007 in the original principal amount of \$800,000.00 (subsequently increased to \$880,000.00 by a Change In Terms Agreement dated December 17, 2007) together with all renewals of, extensions of, modifications of, refinancings of and substitutions for the Note.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED JUNE 30, 2008.

GRANTOR:

X Jasveer S. Brar  
Jasveer S. Brar, Individually

X Baljit K. Brar  
Baljit K. Brar, Individually

DILMOHAN S. GILL AND BALJINDER K. GILL FAMILY LIVING TRUST DATED JULY 10, 1997

By: Dilmohan S. Gill  
Dilmohan S. Gill, Trustee of Dilmohan S. Gill and  
Baljinder K. Gill Family Living Trust dated July 10,  
1997

By: Baljinder K. Gill  
Baljinder K. Gill, Trustee of Dilmohan S. Gill and  
Baljinder K. Gill Family Living Trust dated July 10,  
1997

X Vandana Tak  
Vandana Tak, Individually

BORROWER:

SWANO CORPORATION, INC.

By: Dilmohan S. Gill  
Dilmohan S. Gill, President of Swano Corporation,  
Inc.

By: Baljinder K. Gill  
Baljinder K. Gill, Secretary of Swano Corporation, Inc.

LENDER:

BEACH BUSINESS BANK

X Mercedes Aranda  
Authorized Signer

HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

Loan No: 119800

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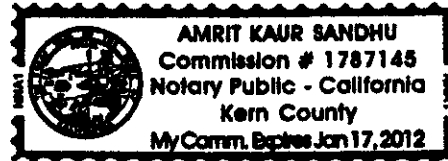
## INDIVIDUAL ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
COUNTY OF KERN )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 18th day of AUGUST, 2008, within my jurisdiction, the within named Jasveer S. Brar; Baljit K. Brar; and Vandana Tak, who acknowledged that they signed, executed and delivered the above and foregoing Agreement for the purposes mentioned on the day and year therein mentioned.

NOTARY PUBLIC

My Commission Expires:

JAN 17, 2012

## TRUST ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Tunica )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of August, 2008, within my jurisdiction, the within named Dilmohan S. Gill, Trustee of Dilmohan S. Gill and Baljinder K. Gill Family Living Trust dated July 10, 1997 and Baljinder K. Gill, Trustee of Dilmohan S. Gill and Baljinder K. Gill Family Living Trust dated July 10, 1997, a California trust, and acknowledged that for and on behalf of the said trust, and as its act and deed, they signed, executed and delivered the above and foregoing Agreement for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said trust so to do.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 3, 2009

## CORPORATE ACKNOWLEDGMENT

STATE OF MS )  
 ) SS  
COUNTY OF Tunica )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of August, 2008, within my jurisdiction, the within named Dilmohan S. Gill, President of Swano Corporation, Inc. and Baljinder Gill, Secretary of Swano Corporation, Inc., a California corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, they signed, executed and delivered the above and foregoing Agreement for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 3, 2009

HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

BK 127 PG 786

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LENDER ACKNOWLEDGMENT

STATE OF California )  
COUNTY OF Los Angeles ) SS  
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 5th day of August, 2008, within my jurisdiction, the within named Mercedes Navarro, who acknowledged that (he)(she) is Vice President of **BEACH BUSINESS BANK** and that in said representative capacity (he)(she) executed the above and foregoing Agreement, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

11-9-2010



"ATTACHMENT"

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MS  
COUNTY OF Tunica

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 20th day of Aug, 2008, within my jurisdiction, the within named Vandana Tak, who acknowledged that they signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned.

A circular notary seal for Kimberly S. Manwo, Notary Public, State of Mississippi. The seal includes the text "KIMBERLY S. MANWO", "NOTARY PUBLIC", and "STATE OF MISSISSIPPI".

KIMBERLY S. MANWO  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires March 3, 2009

## Exhibit "A"

## LEGAL DESCRIPTION:

A tract of land being located in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-Eight (28), Township One (1) South, Range Seven (7) West of the Chickasaw Meridian, City of Southaven, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the southeast corner of Section Twenty-Eight (28), Township One (1) South, Range Seven (7) West of the Chickasaw Meridian; thence North 21 degrees 58 minutes, 40 seconds West, a distance of 193.10 feet to a right of way monument in the north right of way line of Goodman Road (right of way varies) and the West right of way line of Getwell Road (155 foot right of way), said point being the true point of beginning of the herein described tract of land; thence, along the north right of way line of Goodman Road, South 65 degrees, 09 minutes, 54 seconds West, a distance of 224.45 feet to a 1/2 inch metal pipe (set); thence, continuing along said right of way line, north 87 degree, 04 minutes, 33 seconds west, a distance of 39.18 feet to a 1/2 inch metal pipe (set); thence, departing said right of way line, north 00 degrees, 01 minutes, 23 seconds east, a distance of 201.03 feet to a 1/2 inch metal pipe (set); thence south 89 degrees 59 minutes, 17 seconds east, a distance of 242.29 feet to a 3/8 inch rebar (found) in the west right of way line of Getwell Road (155 foot right of way); thence, along said right of way line, south 00 degrees 14 minutes, 09 seconds east, a distance of 108.70 feet to the point of beginning.

**Grantor:**

**Jasveer S. Brar and Baljit K. Brar, his wife  
Dilmohan S. Gill and Baljinder K. Gill, Trustees  
of the Dilmohan S. Gill and Baljinder K. Gill  
Family Living Trust Dated July 10, 1997  
Vandana Tak  
2440 Casino Strip Resort Blvd.  
Robinsonville, MS 38664  
Telephone: (661) 303-5695 (work)  
home not applicable**

**Grantee:**

**Beach Business Bank  
Long Beach Office  
180 East Ocean Blvd., Suite 100  
Long Beach, CA 90802  
Telephone: (310) 536-2260**

**Prepared by:**

**LeeAnn Dayyat, Vice President  
Beach Business Bank  
1230 Rosecrans Avenue, Suite 100  
Manhattan Beach, CA 90266  
Telephone: (310) 536-2260**

**Indexing Instructions:**

**Lot 2 of the Country Oaks Commercial Subdivision as shown by Plat  
recorded in Plat Book 91, beginning at page 5, in the SE 1/4 of SE 1/4 of Section 28,  
Township 1 South, Range 7 West, DeSoto County, Mississippi**